



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

REQUEST FOR PROPOSALS
COVER PAGE

RFP Number: **7434-23**

RFP Title: **Architectural Services for Emergency Response Building**

RFP Questions Due: **March 14th, 2023 – 2:00 p.m.**

Submittal Due Date: **April 11th, 2023 – 2:00 p.m.**

Email Address: purchasing@bouldercounty.org

Documents included in this package:

- Proposal Instructions
- Terms and Conditions
- Specifications / Scope of Work
- Insurance and W-9 Requirements
- Submittal Checklist
- Evaluation Criteria
- Sustainability Questionnaire
- Signature Page
- Sample Contract
- Attachments A-B



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REQUEST FOR PROPOSAL INSTRUCTIONS

1. Purpose/Background

Boulder County Rocky Mountain Rescue Group Architectural Services

Boulder County Building Services (BCBS) is seeking a team of professional consultants with relevant architectural design experience to complete design, acquire site and building permits and manage construction administration for a Zero Energy Building (ZEB, as defined by the [U.S. Department of Energy](#)) firehouse type facility at 3720 Walnut Street in Boulder Colorado. The Schematic Design, preliminary Cost Estimates and Project Schedule was completed in 2022 for scoping purposed before County Issue 1B, a ballot tax, to support Emergency Services. The current schematic design size, budget and schedule for the facility is: 16,000 +/- SF, \$19.765 M with an estimated completion date of 2nd quarter 2026. An overview of the “project” and initial concepts were developed to determine the approximate size and cost (Attachment B).

The Architectural firm selected from this RFP will review and verify programming data, design, schedule, and costs with County Staff through a series of (5) phases: Design Development, 50% CDs, 75% CDS, Bidding and Permitting Documents and Construction Administration. During the first (3) phases (DD/ 50% CDs/ 75%CDs) the Design team will get sign off on the project from all project stakeholders to ensure that the project is below budget, on schedule and that the design meets the needs for a Search and Rescue organization. Cost estimates from a professional cost estimator will be done at each of these three phases.

To ensure a streamlined permitting process, the Design Team and County representatives will work closely with the City of Boulder Planning Department to collect all the project data and plans needed for each stage of the plan review process: Preapplication Meeting, Site Review, Technical Documents and Building Permit application.

2. Written Inquiries

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **March 14th, 2023**. A response from the county to all inquiries will be posted and sent via email no later than **March 28th, 2023**.

Do not contact any other county department or personnel with questions or for information regarding this solicitation.

3. Submittal Instructions

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on April 11th, 2023**. **Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held.**

Please note that email responses to this solicitation are limited to a maximum of 50MB capacity.

NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. THIS INCLUDES GOOGLE DOCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).

Electronic Submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or PROPOSALS. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **RFP 7434-23** in the subject line.

All RFPs must be received, and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the proposer to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Contractors and their employees, subcontractors, and agents must comply with all federal, state, and local laws, regulations, ordinances, orders, and codes, as well as Boulder County policies, guidelines, and protocols.

Americans with Disabilities Act (ADA): Americans with Disabilities Act: If you need special services provided for under the Americans with Disabilities Act (ADA), please contact the Boulder County ADA Coordinator or Human Resources office at (303) 441-3525 as soon as possible to allow sufficient time for service delivery ahead of applicable due dates.



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TERMS AND CONDITIONS

1. Proposers are expected to examine the drawings, any specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer will furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of Proposals without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned Proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the purchasing email address prior to the time indicated in the "Request for Proposals."
8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.

10. Confidential/Proprietary Information: Bids submitted in response to this “Invitation to Bid” and any resulting contract are subject to the provisions of the Colorado Open Records Act, 24-72-201 et seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the bid or resulting contract should be clearly stated in the bid and contract itself. Confidential/proprietary information should be readily identified, marked and/or separated from the rest of the bid. Co-mingling of confidential/proprietary and other information is NOT acceptable. Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held. Bids that do not identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a bid are not considered confidential.

The Boulder County Attorney’s Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.

11. Boulder County promotes the purchase/leasing of energy efficient materials and products with low toxicity levels when availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel’s website: <http://www.colorado.gov/dpa/>.



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SPECIFICATIONS / SCOPE OF WORK

Boulder County & Search and Rescue:

Boulder County is a forward-thinking community with over 2,000 employees serving the needs of over 330,000 residents. From the peaks of the Rocky Mountains to the thriving agricultural lands and urban centers on the plains, Boulder County's 740 square miles include some of the most diverse, natural landscapes and smart-growth development along the Front Range. Our county's leaders and employees have long held a commitment to being stewards of our land, environment, and community. From visionary open space, land use and sustainability policies to award-winning wellness and public service programs, our county government helps foster a vibrant, healthy, and active community. As individuals and an organization, we value and respect diversity, striving for a high quality of life for all employees and residents. Our policies and practices reflect our dedication to providing the very best in public service. Our design and facility construction standards reflect our sustainability values, which include sustainable performance goals for carbon emissions reduction that align with or exceed local and state building energy performance ordinances.

Outdoor recreation is popular in Boulder County. There are 200 miles of foothills trails and 110,000 acres of open space, including the Flatirons and Eldorado Canyon State Park. The Continental Divide forms our western border, overlooking 136 miles of trails and 160,000 acres of the Roosevelt National Forest and Indian Peaks Wilderness. [Rocky Mountain National Park](#) is in the northwest corner of the county. These spectacular and inviting outdoor recreational opportunities increase the chances for wilderness accidents and for getting lost and create a need to educate the public in safe outdoor practices. Every year there are hundreds of calls for emergency assistance in Boulder County. Some incidents resolve themselves, but most involve fielding rescuers. The nature of calls for rescue are diverse and range from hikers with sprained ankles, to fallen climbers, to avalanches, to downed aircraft. Operating under the [Incident Command System \(ICS\)](#), rescuers find missing parties and evacuate injured persons.

There is a state statute that the Sheriff Office is responsible for coordination of all search and rescue operations within the sheriff's jurisdiction; it is: Colorado Disaster Emergency Act, 24-33.5-707 (10). The partnership between Boulder County and non-profit Search and Rescue (SAR) organizations is important to maintain as they provide coordinated responses to SAR events. The Boulder County Sheriff's Office has an MOU with the Rocky Mountain Rescue Group to be the primary provider of mountain search and rescue services. It is assumed that the general spatial requirements of Rocky

Mountain Rescue Group will generally be the same for any Search and Rescue organization within Boulder County should a future SAR group work from the 3720 Walnut facility. Boulder County supports flexible design and to that end will work to ensure that the design of this facility is not tailored specifically for the needs of that organization but will meet the needs of any SAR organization operating from that location.

Rocky Mountain Rescue Group (RMRG). RMRG is a fully accredited, non-profit IRS 501 (C) 3 Organization. RMRG has been serving Boulder County since 1947 and is one of the oldest, busiest, and most experienced mountain search and rescue teams in the country. RMRG's mission is:

- Technical mountain search and rescue
- Outdoor Safety Education
- Disaster Response

Originally, RMRG was responsible for mountain search and rescue of the Rocky Mountains of Colorado and beyond. Over time, this moved to providing mountain search and rescue services for Boulder County and providing mutual aid to surrounding mountain SAR teams. RMRG is a member of the Mountain Rescue Association which ensures that RMRG meets a certain level of technical SAR skills. RMRG has a rich history of developing, testing, and building the technical equipment that RMRG uses. While there is much more commercially available equipment today that RMRG uses, this work continues when needed to ensure RMRG is as efficient as possible.

Typical search and rescue calls involve those that are lost or injured in Boulder County including hikers, scramblers, climbers, mountain bikers, skiers, paragliders, horseback riders, downed aircraft, etc. RMRG's 100% volunteer staff responded to over 200 search and rescue calls in 2020 and 2022 marked RMRG 75th anniversary. RMRG is also trained to assist in disaster response such as floods and snowstorms where they can also provide logistical expertise, incident management, and radio communication services. RMRG's outdoor safety education program is provided through online content and in-person events that will occur off-site and on-site at the new building. **Attachment A "Understanding RMRG"** outlines many aspects of RMRG. Many of these aspects will be incorporated into the building or the building will support many of these aspects.

Facility Site, Deed Restriction & Brief History: Boulder County owns a small pre-engineered building at 3720 Walnut Street in Boulder Colorado. This location is centrally located in the City of Boulder, is 0.9 acre of land, has poor stormwater runoff and is in the 500-year floodplain. There is a 2,500-sf pre-engineered metal building on the site also owned by Boulder County.

The current plan is to keep RMRG as the tenant of the building at 3720 Walnut. RMRG will use it as a base for operations for their mountain search and rescue calls. Should the relationship between Boulder County and RMRG falter, (which we do not have any indications that it will), the next occupants in that building will also be search and rescue based. It must be a search and rescue operation because the land that this building is on was given to the county by the federal government with a deed restricting the use on the site saying it shall have a search and rescue operation running from that facility.

RMRG has outgrown the current space and is in need to have more conditioned spaces for vehicle parking and equipment, better mission management spaces, meeting rooms, training rooms , training walls, and spaces to decompress after long rescue operations. RMRG hired TSA Architects

who partnered with Roth Sheppard to develop programming numbers and a schematic Design for a new facility on their current site. The preliminary design was developed to define the project scope associated with the Boulder County 2022 Ballot 1B.

Project Overview As mentioned above in the Purpose/Background for Boulder County Rocky Mountain Rescue Group Architectural Services. Boulder county building services is looking for architectural services for a Zero Energy Building (ZEB, as defined by the [U.S. Department of Energy](#)) firehouse type facility at 3720 Walnut Street in Boulder Colorado. The Schematic Design, preliminary Cost Estimates and Project Schedule was completed in 2022 for scoping purposed before County Issue 1B, a ballot tax, to support Emergency Services. The current schematic design size, budget and schedule for the facility is: 16,000 +/- SF, \$19.765 M with a completion date of 2nd quarter 2026. An overview of the “project” and initial concepts were developed to determine the approximate size and cost

This RFP is for architectural services to develop the design of a facility from Schematic Design to final build out. This building will meet the needs of RMRG, while still be flexible enough for a different organization to be able to use this space for SAR operations. Additionally, the building will meet the Design Standards from Boulder County Building Services, and will be on schedule and within budget.

Design objectives of this RFP:

- The design brings the RMRG membership together to be able to collaborate effectively.
- This process minimizes the impact on RMRG’s primary mission of mountain search and rescue response.
- The design meets RMRG’s goals and requirements
- The design is flexible enough so a new search and rescue group can operate from the facility with minimal remodeling.
- The ZEB element is a system that is relatively simple to operate and maintain, even if that requires trade-offs on cost, etc.

This project will be managed by Boulder County Building Services with input from project stakeholders that include themselves, RMRG and Sheriff Office staff. The Lead Architect from Boulder County Building Services will have the final word on any design conflicts.

Boulder County Building Services will provide a stakeholder team that understands the entire design process and how it can impact the design in both positive and negative ways. Stakeholders are committed to working in a collaborative design environment, providing constructive feedback in an organized and efficient way, with on-time reviews.

Please note there are a total of (2) attachments associated with this RFP. The first attachment, **Attachment A “Understanding RMRG”** is an overview of RMRG. The second attachment, **Attachment B “Schematic Design Summary Slides for RFP”**, is an overview of the Schematic Design and programming effort. Preliminary cost estimates will be shared with the awarded vendor/ architectural team.

Attachments:

- **Attachment A “Understanding RMRG”**
- **Attachment B “Schematic Design Summary Slides for RFP”**

Tentative Schedule for RFP:

Item:	Date:	Note:
RFP Out	Tuesday 2/28/2023	Dates subject to change
RFP Questions	Tuesday 3/14/2023	“
RFP Answers back	Tuesday 3/28/2023	“
RFP Due	Tuesday 4/11/2023	“
Short listed Interviews announced	Monday 4/24/2023	“
In person Interviews	5/8-5/9 2023	“

SCOPE OF WORK

The selected consultant will be required to review preliminary design concepts and then work with County and RMRG Staff to design, permit and construct a facility that is within budget and meets County needs.

Phase I: Design Development & Pre-application Meeting with the City of Boulder

Review Program, Schematic Design, and cost estimate from 2021 architectural work.

- Consultant will develop an updated design that meets current and future design goals while keeping the project costs within budget.
- Consultant to check IBC, ADA, City of Boulder Zoning, and Flood Plane regulations to ensure that all permitting, zoning and building codes will be met.
- Consultant to meet with County and RMRG staff to vet design concepts and come up with an updated design and cost estimate for approval.
- Consultant to meet with the City of Boulder with BCBS staff for a pre-application meeting to review all City Requirements for Zoning, Site Review, Tech Documents and Building Permit
- Once the design is at 100% DDs, the consultant will do a cost estimate and review the plans with County and RMRG staff. If Value Engineering is needed this work will be completed by consultant at this point.

Phase II: 50% Construction Documents

Once the Design Development drawings have been approved, the consultant will overlay Boulder County Design Space Standards and Guidelines to ensure that the Design meets our standards. Additionally, Consultant to review County Specs to align Mechanical, Electrical, Data and Finishes meet County Standards. Once the design is at 50% CDs, the consultant will do a cost estimate and

review the plans with County and RMRG staff. If Value Engineering is needed this work will be completed by consultant at this point.

Phase III: 75% Construction Documents

Once the Design Development drawings have been approved, the consultant will overlay Boulder County Design Space Standards and Guidelines to ensure that the Design meets our standards. Additionally, Consultant to review County Specs to align Mechanical, Electrical, Data and Finishes meet County Standards. Once the design is at 75% CDs, the consultant will do a cost estimate and review the plans with County and RMRG staff. If Value Engineering is needed this work will be completed by consultant at this point. It is assumed that a Site Review submittal can be done at this point, once the building massing, footprint and materials are vetted and approved.

Phase IV: 100% Construction Documents for bidding and Permitting

The consultant will continue to refine the design, materials and finishes throughout the Construction Document phase generating plans and specs that are ready for bidding and permitting.

Phase V: Construction Administration (CA)

The Consultant will assist BCBS staff for the CA portion of the project. This project will need to meet the City of Boulder COBEC regulations. City of Boulder Energy Code has specific commissioning requirements. We also want to ensure all best practices are met for ZEB systems.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS

Insurance Requirements:

i. **Commercial General Liability**

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

ii. **Workers' Compensation and Employer's Liability**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

iii. **Professional Liability (Errors and Omissions)**

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insureds.*

In regards to General Liability, Umbrella/Excess Liability, and Pollution Liability:

If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.

Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your proposal in the form of a sample certificate. You are NOT required to include additional insured status until the time a contract is executed.

If you require a waiver of insurance requirements, you may request one in your response with an explanation.

W-9 REQUIREMENT

Provide a copy of your business's W-9 with your proposal.



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SUBMITTAL CHECKLIST

The proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE: Proposer will check each box indicating compliance:

INCLUDED	ITEM
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule with an all-inclusive total cost
	State your compliance with the Terms and Conditions in the Sample Contract contained in this RFP. Specifically list any deviations and provide justification for each deviation.
	Insurance Certificate
	W-9
	Sustainability Questionnaire
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)

THIS QUESTION MUST BE ANSWERED AS PART OF YOUR BID PACKAGE: Proposer will answer Yes or No indicating compliance:

YES OR NO	ITEM
	Do you customarily keep line-item pricing information, such as the information being submitted with this proposal, confidential or closely-held?



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EVALUATION CRITERIA

The Proposals will be reviewed by a selection committee. The committee may request additional information from vendors or request interviews with one or more vendors. Final evaluation and selection may be based on, but not limited to, any or all of the following:

General Qualifications

Please provide minimum documentation substantiating the following:

1. Describe your firm's definition and approach to design, firehouse designs and ZEB.
2. Provide all proposed team members experience, background and responsibilities including resumes.
3. Indicate your firm's current capacity to complete the proposed project.
4. Demonstrate your firm's understanding of the County and the project.
5. Identify any other unique challenges/approaches that you have experienced that will assist the County with designing a ZEB firehouse
6. Provide confirmation that insurance requirements can be met.

Organization of the RFP Submittal

The RFP information shall be organized per the submittal format outlined below. Organization and brevity is appreciated. The sections of the RFP shall be indexed and tabbed per the (6) sections noted below in the submittal format for easy reference.

Tab 1 - Letter of Interest: A maximum three-page letter of interest that includes a synopsis of your team and their strengths relevant to the Firehouse design, ZEB buildings, and other project elements. Include business principals, selected planning team members, primary contact information (mailing address, email address and telephone numbers), and signed by the principal-in-charge representing the contractual authority of the firm.

Tab 2 - Project Approach and City of Boulder Permitting Experience: Based upon the Scope of Services, Project data provided in this RFP, and available supplemental data, provide a narrative description of the work to be accomplished and the firm's approach to completing the work. The

overview should articulate an understanding of the County's needs. The overview should describe the proposed work and all applicable requirements. The overview should clearly state the consultants experience acquiring permits in Boulder and how the team's design approach will work for a project with multiple stakeholders.

Tab 3 - Planning Team Key Personnel & Value Engineering Experience: Include resume information for each member of the planning team. The primary contact for the master planning firm should be clearly defined. Identify the specific role and phase of participation anticipated for this Project and highlight the unique elements/qualifications provided to the design team. Provide background information including education, professional titles, related qualifications, specific roles in past projects, and relevant experience. Provide experience of project(s) that went through Value Engineering that did not lose functionality for operations.

Tab 4 – Schedule: Although a tentative completion date for the firehouse has not been established in this RFP, provide a representative milestone schedule, and demonstrate your firm's ability to meet this schedule. To keep construction escalation costs under control, the expectation is an expeditious design schedule with sufficient time for stakeholder input on building design elements and more intense design work around or in parallel to these input time periods. Project stakeholders will provide a similar commitment meeting review schedules. The project schedule needs to reflect the firm's understanding of what building design elements will take more time for input.

Tab 5 – Fee: Include the hourly rate of key personnel and the fee per phase of work.

Tab 6 – Sustainability Questionnaire

Submittal Review and Selection Process

At the interview, the lead consultant for the project should be identified with credentials and experience provided at this time. It is expected that the lead consultant will make a presentation to the selection committee, will answer questions from the committee, will be the primary contact to the County and will serve as the primary presence in the County during the plan development process. Members of the master planning team that will not be directly working on the project will be requested not to speak at the oral interviews.

The following criteria will be considered by the selection committee in scoring RFP responses:

Selection Criteria	Point Value
Item #1: Letter of Interest: Does the experience of the project team (related to firehouse design, ZEB, and other project elements) and how that team can benefit Boulder County for the facility at 3720 Walnut Street.	20 points
Item #2: Project Approach, Permitting experience. How does the vendors design approach and experience getting permits benefit the County?	20 points
Item # 3: Key Personnel & Value Engineering. Experience of key personnel. Relevant experience including with municipality and county experience. Examples of how design functionality was not lost during Value Engineering processes.	20 points
Item # 4: Schedule. Ability to complete the planning tasks within a reasonable time frame. Submitted complete and understandable scheduling approach.	15 points
Item # 5: Fee. Hourly rate of personnel and overall project fee	15 points
Item # 6: Sustainability Questionnaire	10 points
Total Points	100 points



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SUSTAINABILITY QUESTIONNAIRE

Company Name: _____ Date: _____

This questionnaire is applicable to firms that provide services as well as those that provide goods. Please answer the questions to the best of your ability.

1. What sustainability certifications does your business have? Please check the items that apply: (point awarded for every box checked, except "None")

- B-Corp
 - Green Business Bureau
 - Fair Trade USA
 - Green C Certification
 - None
 - Other - describe any other certifications \Programs your company has related to sustainability.
-
-

2. Does your company have a sustainability vision/commitment/values statement or policy? Please check the items that apply: (point awarded for every box checked, except "None")

- Our sustainability statement/policy describes our company's sustainability initiatives.
- We have formed an oversight committee to ensure the success of our sustainability policy.
- Our sustainability statement/policy describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability.
- We are currently in the process of developing a sustainability statement/policy consistent with a commitment to promote environmental, economic, and social sustainability.

- None
 - Other - Provide (or supply a link) your company's sustainability statement/policy.
-
-
-

3. What policies are in place to monitor and manage your supply chain regarding sustainability issues? Please select all that apply: (point awarded for every box checked, except "None")

- We apply sustainability criteria when making purchasing decisions.
- We partner with suppliers who share in our sustainability commitment and/or work with them to reduce the impact to the environment of our resource needs as well as improve worker conditions.
- We purchase "green" (i.e. recyclable, reusable, non-toxic, compostable, fair trade and made from 100% post-consumer recycled materials) supplies, products, and materials.
- We specify locally manufactured products in procuring goods.
- We specify products that use the Electronic Products Environmental Assessment Tool (EPEAT) standards in procuring goods.
- None.
- Other – describe other ways your company monitors and manages your supply chain concerning environmental issues.

4. Does your company promote sustainable transportation in its operations? Please select all that apply: (point awarded for every box checked, except "None")

- We own, rent, or lease electric fleet vehicles.
- We own, rent, or lease hybrid or natural gas fueled fleet vehicles.
- We encourage carpooling, public transportation, and using other alternative modes of transportation.
- We subsidize public transportation for employees.
- We have an established Green Transportation Plan (must describe below; no additional points awarded for providing this description).
- We are developing a Green Transportation Plan (must describe below; no additional points awarded for providing this description).
- We offer flexible hours, telecommuting, or a compressed work week.
- We utilize teleconference, video conference, WebEx or GoTo Meetings (or other similar conferencing services).
- None
- Other – describe other ways your company promotes sustainable transportation. If applicable, use this space to describe your company's Green Transportation Plan (whether existing or in development).

5. What does your company do to minimize the environmental impacts associated with shipping? Please check the items that apply: (point awarded for every box checked, except "N/A")

- We have established company policies and procedures that minimize the need for shipping in the first place (must describe below; no additional points awarded for providing this description).
- We combine deliveries with customer visits.
- We consolidate deliveries.
- We use bike couriers for local delivery.
- We utilize electronic communications and electronic transfer of documents, such as e-mail, fax and Portable Document Format (PDF).
- We specify products that can be purchased locally within a 500-mile radius of the delivery location in procuring goods.
- We are currently evaluating what the company can do to minimize the environmental impacts associated with shipping (must describe below; no additional points awarded for providing this description).
- Our packaging/shipping materials are reusable.
- Our packaging/shipping materials are made from 100% post-consumer recycled materials.
- N/A
- Other – describe what your company does to minimize the environmental costs associated with shipping. If applicable, use this space to provide required description(s).

6. Has your company ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies: (point awarded for "No" answer)

- No, my company HAS NOT been cited for non-compliance regarding an environmental or safety issue.
- Yes, my company HAS been cited for non-compliance of an environmental or safety issue.
- N/A State the reason, date and outcome of the citation:

7. What programs do you have, either in place or currently being planned, to promote resource efficiency? Examples include energy or waste audit programs. Please check the items that apply: (point awarded for every box checked, except "None")

- We have an established zero waste program.
- We utilize a facilities energy management system.

- We have adopted a climate action plan.
- We have a water conservation program.
- We have formed a sustainability committee to identify sustainable solutions for our company.
- We are a member of various sustainability organizations.
- We are recognized by peers and environmental organizations for providing leadership in Sustainability.
- None
- Other - what other programs do you have in place or planned for promoting resource. Efficiency?

8. If your business’s proposal involves the provision of a product, does the manufacturer of the product, whether your business or an outside entity, have a sustainability policy statement? Please check the item that applies: (point awarded for “Yes” answer)

- No, the manufacturer of the product that I am proposing DOES NOT have a sustainability policy statement.
- Yes, the manufacturer of the product that I am proposing HAS a sustainability policy statement.
- Not applicable.

Provide Sustainability Policy Statement:

9. If your business’s proposal involves the provision of a product, has the manufacturer of the product, whether your business or an outside entity, ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies: (point awarded for “No” answer)

- No, the manufacturer of the product that I am proposing HAS NOT been cited for noncompliance regarding an environmental or safety issue.
- Yes, the manufacturer of the product that I am proposing HAS been cited for noncompliance regarding an environmental or safety issue.
- Not applicable.

Provide reason, date and outcome of the citation:

10. If your business's bid/proposal involves the provision of a product, has an environmental life-cycle analysis of the product that you are proposing been conducted by a certified testing organization, such as Green Seal, Energy Star, and Cradle to Cradle? Please check the item that applies. (point awarded for "Yes" answer)

- No, an environmental life-cycle analysis of the product that I am bidding/proposing HAS NOT been conducted by a certified testing organization, such as Green Seal.
- Yes, an environmental life-cycle analysis of the product that I am bidding/proposing HAS been conducted by a certified testing organization, such as Green Seal.
- Not applicable.

Provide certification:



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

SIGNATURE PAGE

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title, and Email Address of Person Authorized to Contract with Boulder County	
Company Address	
Company Phone Number	
Company Website	

By signing below, I certify that:

- I am authorized to bid on my company's behalf.
- I am not currently an employee of Boulder County.
- None of my employees or agents is currently an employee of Boulder County.
- I am not related to any Boulder County employee or Elected Official.
- (Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

**Signature of Person Authorized to Bid on
 Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.

BOULDER COUNTY SAMPLE CONTRACT

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the [Public Works] ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation into Contract:** The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.
2. **Work to be Performed:** Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.
3. **Term of Contract:** The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.
4. **Payment for Work Performed:** In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.
5. **Invoicing:** Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any Work performed in the prior calendar month. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.
6. **Extra Time to Complete the Work (Additional Time only):** If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work does not entitle Contractor to additional compensation from County.
7. **Extension of Contract Term (Additional Time and Work):** Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. **Schedule of Work:** County may designate the hours (on a daily or weekly basis) during which Contractor may perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.

9. **Indemnity:** Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. **Nondiscrimination:** Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. **Information and Reports:** Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.

12. **Independent Contractor:** Contractor is an independent contractor for all purposes in performing the Work. **None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.**

13. **Termination**

a. **Breach:** Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

b. **Non-Appropriation:** The other provisions of this Contract notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to

believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Contractor.

14. Contractor Obligations upon Termination or Expiration: By the **Expiration Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. Payable Costs in Event of Early Termination: If County terminates this Contract before the **Expiration Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies (in addition to any other remedies provided by law or in this Contract), which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon full and final completion of the corrections satisfactory to the County, County will remit payment to Contractor.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or fully and finally complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor may not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. §

38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. No Suspension or Debarment: Contractor certifies, and warrants for the Contract Term, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.

30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

31. Representations and Warranties: Contractor represents and warrants the following:

- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
- b. The individual executing this Contract is authorized to do so by Contractor;
- c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
- d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.

County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.

33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.

34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.

35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.

36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

43. Insurance: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this Section. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

a. Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

b. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

c. Insurance Obligations of County: County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

d. Deductible: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

e. Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

f. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

g. Requirements: For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **Commercial General Liability**

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

ii. **Workers' Compensation and Employer's Liability**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

iii. **Professional Liability (Errors and Omissions)**

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of Contractor	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
↓↓ <i>For Board-signed documents only</i> ↓↓			
Attest:		<i>Initials</i>	
Attestor Name:			
Attestor Title:			

Attachment A

Understanding RMRG

Mission

- Technical Mountain Search and Rescue
- Outdoor Safety Education
- Disaster Response

History

- How we started - 1947
- University of Colorado – student chapter
- Notable Missions
 - Rescue
 - Many (contact us for more info)
 - Search
 - Disaster Response
 - 2003 Space Shuttle Columbia
 - 2003 Blizzard & Eldora Avalanche
 - 2013 Flood
 - Wildfires
 - 2020 Pandemic
- Notable Practices
- Equipment and Rescue Technique Development
 - Rope testing
 - Litter
 - Litter Wheel
 - Full body vacuum splint
 - Cable
 - Cable Use
 - Cable Winch
 - Mountain Search and Rescue Techniques Book
- Building History “The Cage”

Teamwork

Working with others:

- Boulder County Sheriff's Office (BCSO)
- Other emergency response agencies
 - Front Range Rescue Dogs (FRRD)
 - Boulder Emergency Squad (BES)
 - Fire agencies
 - Ambulance
 - Air Ambulance
 - Colorado National Guard – Colorado Hoist Rescue Team
- MRA Teams
- Rocky Mountain National Park
- Boulder County Coroner

Members

- All Volunteers
- Trust in our teammates
- Teamwork
- Sacrifice (personal & family)
- RMRG Family
- Technical expertise
- RMRG Alumni Association
- RMRG Notable Alumni

Safety

Through:

- Training
- Experience
- Risk evaluation
- Understanding forces – physics for rescue, materials properties
- Testing

Patients / Customers

- Local / non-local
- Beginner / experienced
- Hikers
- Scramblers
- Climbers
- Suicidal Parties
- Bikers
- Skiers
- Horseback riders
- Paragliders
- Snowshoers
- Snowmobilers



Search & Rescue Types

- Scree and Scree Evacuations
- Steep Scree (e.g. Flatirons)
- High Angle Rock and Vertical Evacuations
- Tyrolean traverse
- Over snow evacuations & snowmobile use
- Avalanche
- Helicopter use
- ATV use
- Downed aircraft and location finding
- Search and mapping systems
- Mission management & ICS

Rescue Locations

Notable locations:

- Boulder County
- Flatirons
- Boulder Canyon
- Boulder Falls in Boulder Canyon
- Eldorado Canyon
- Indian Peaks

Financial Supporters

- Individuals
 - Former patients
 - Boulder community
- Boulder County Commissioners & taxpayers
- City of Boulder
- Members / Alumni

Outdoor Safety Education

- Website materials
- Social media
- Presentations to: school groups, organizations (e.g. scouts), events at outdoor stores



Rocky Mountain Rescue Group

New Headquarters Project





MOU

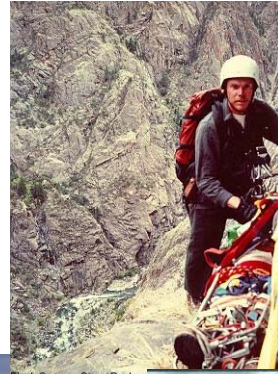


Search and Rescue
is a
Statutory Requirement
of the
Boulder County Sheriff

RMRG is the
Primary Response Agency
for
Mountain Search and Rescue



1947



Black Canyon, Steve Poglson



Today

Serving Boulder County and Beyond for 75 Years!





Technical Mountain Search and Rescue

Outdoor Safety Education

Disaster Response



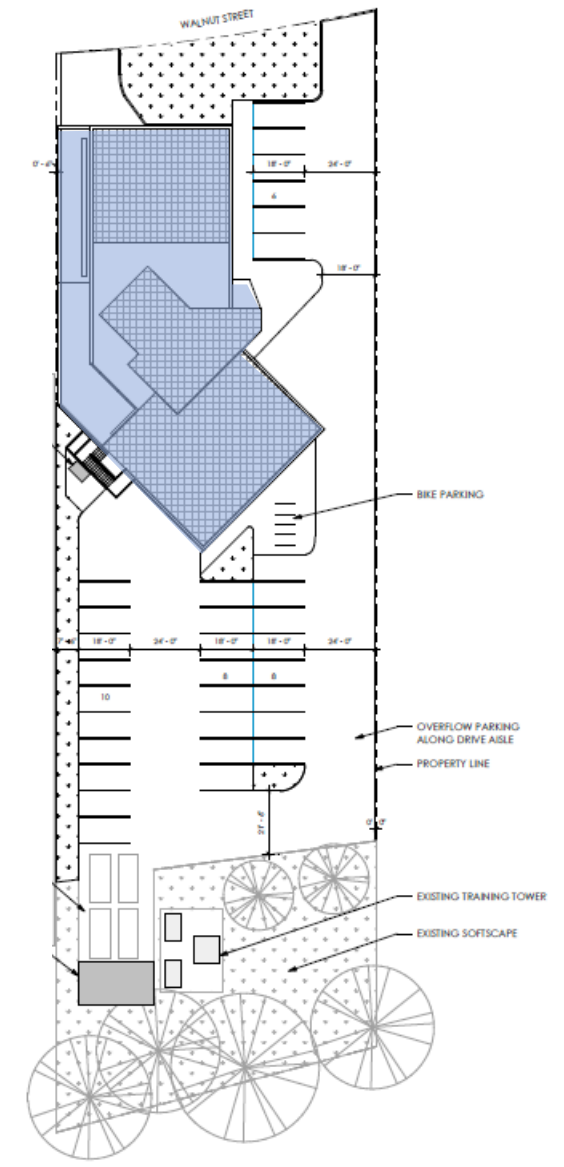
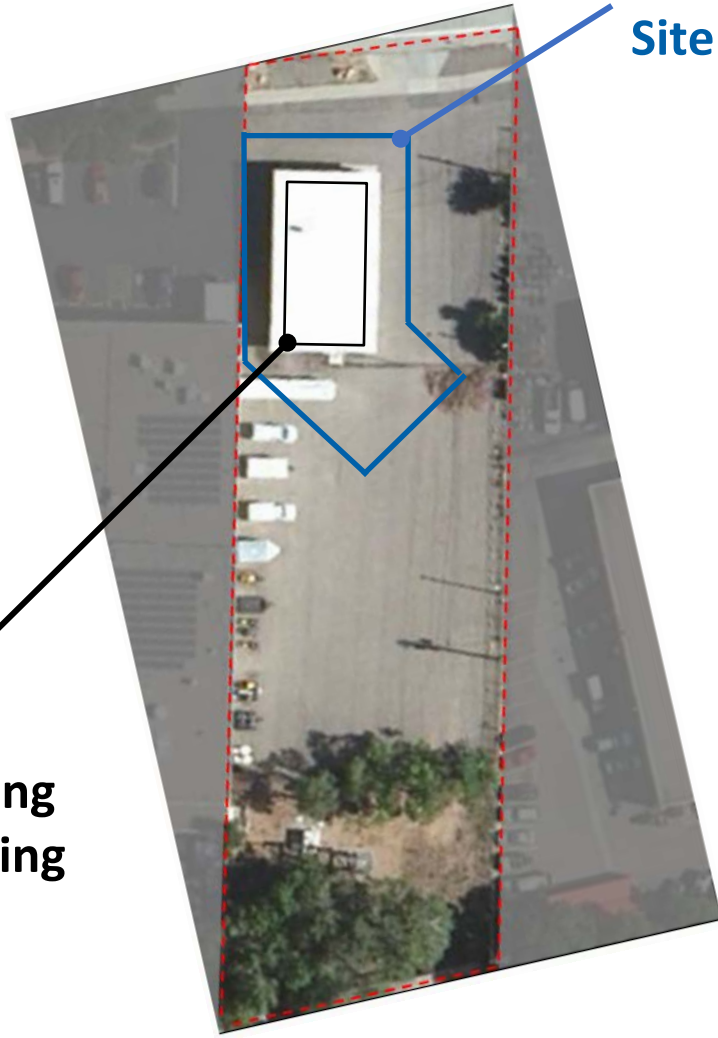
Building Design



Planning our New HQ

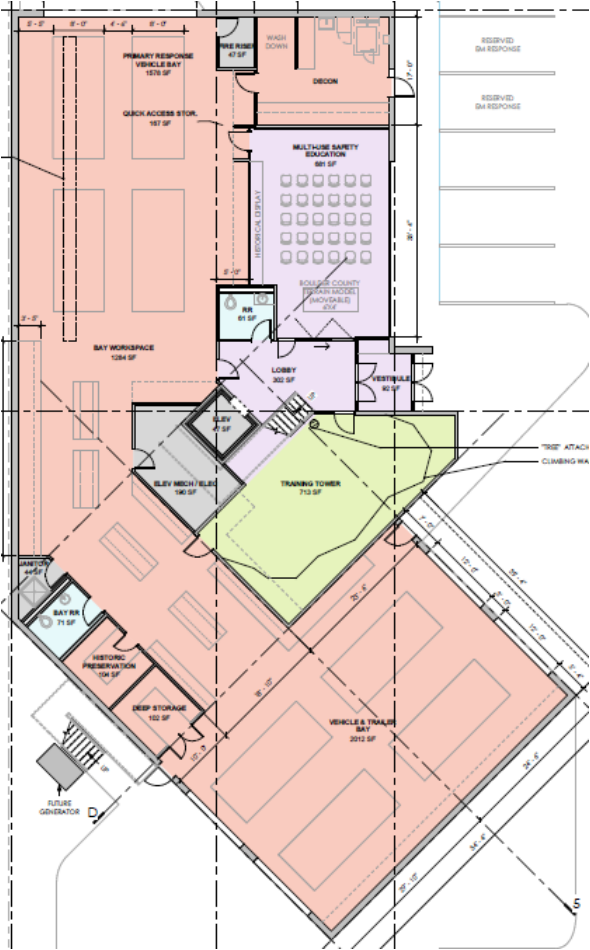
New Building: 15,310 sq. ft.
Site: 0.9 acre

Existing Building

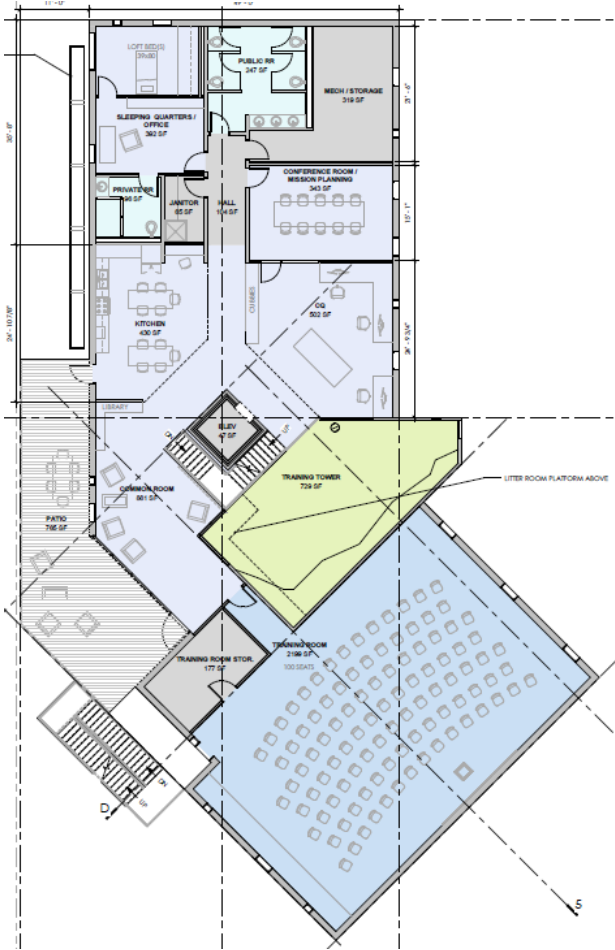


Building Spaces

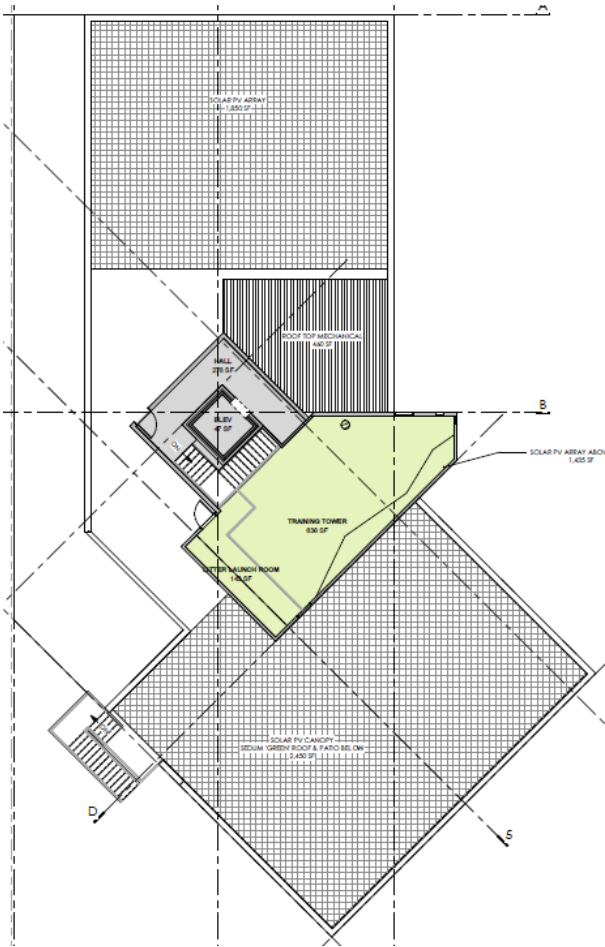
1st Floor



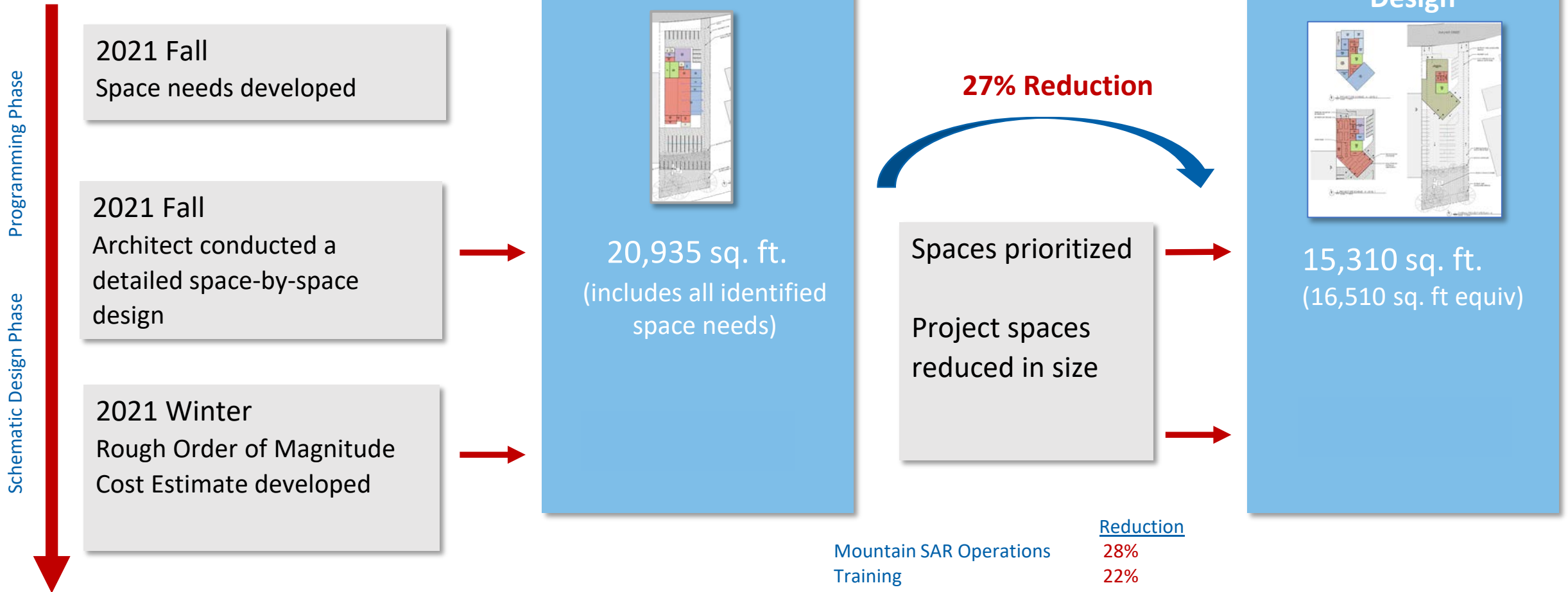
2nd Floor



3rd Floor & Solar PV



Project Right Sizing



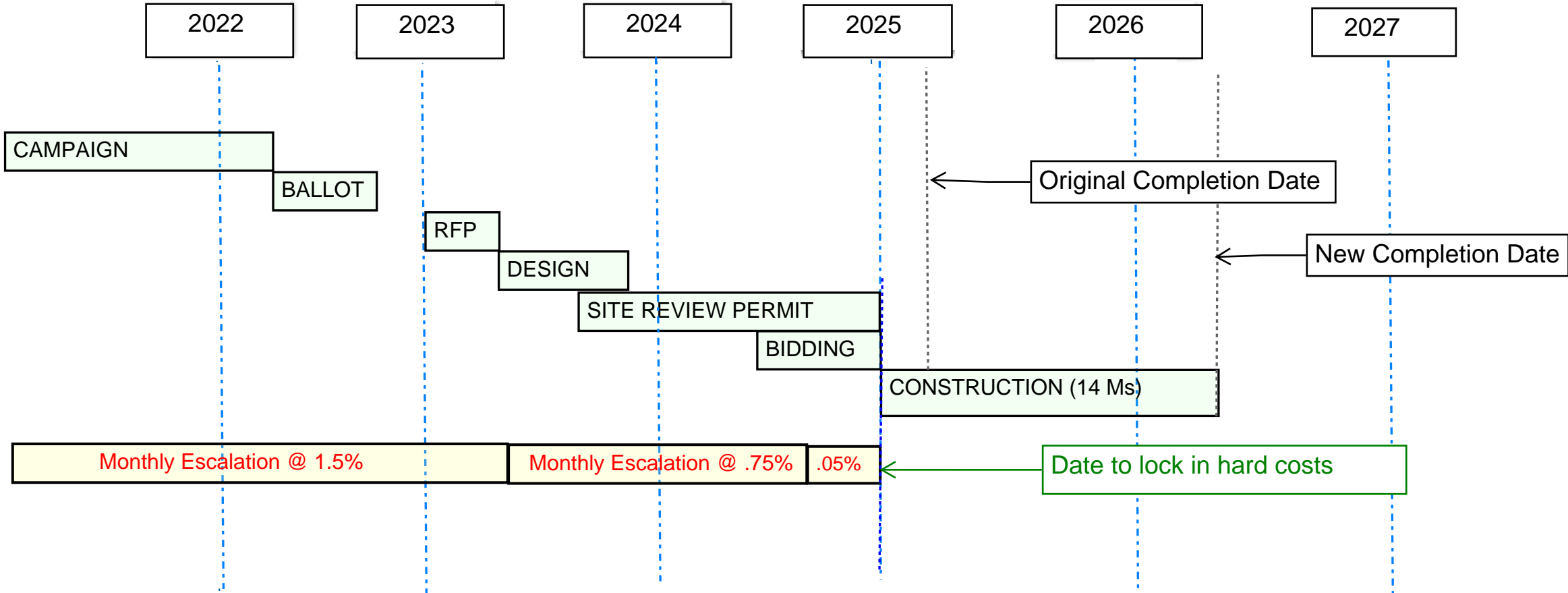
	<u>Reduction</u>
Mountain SAR Operations	28%
Training	22%
Outdoor Safety Education	41%
Team Health & Wellness	11%

Costs are Total Costs and include 38% non-contract and special condition costs



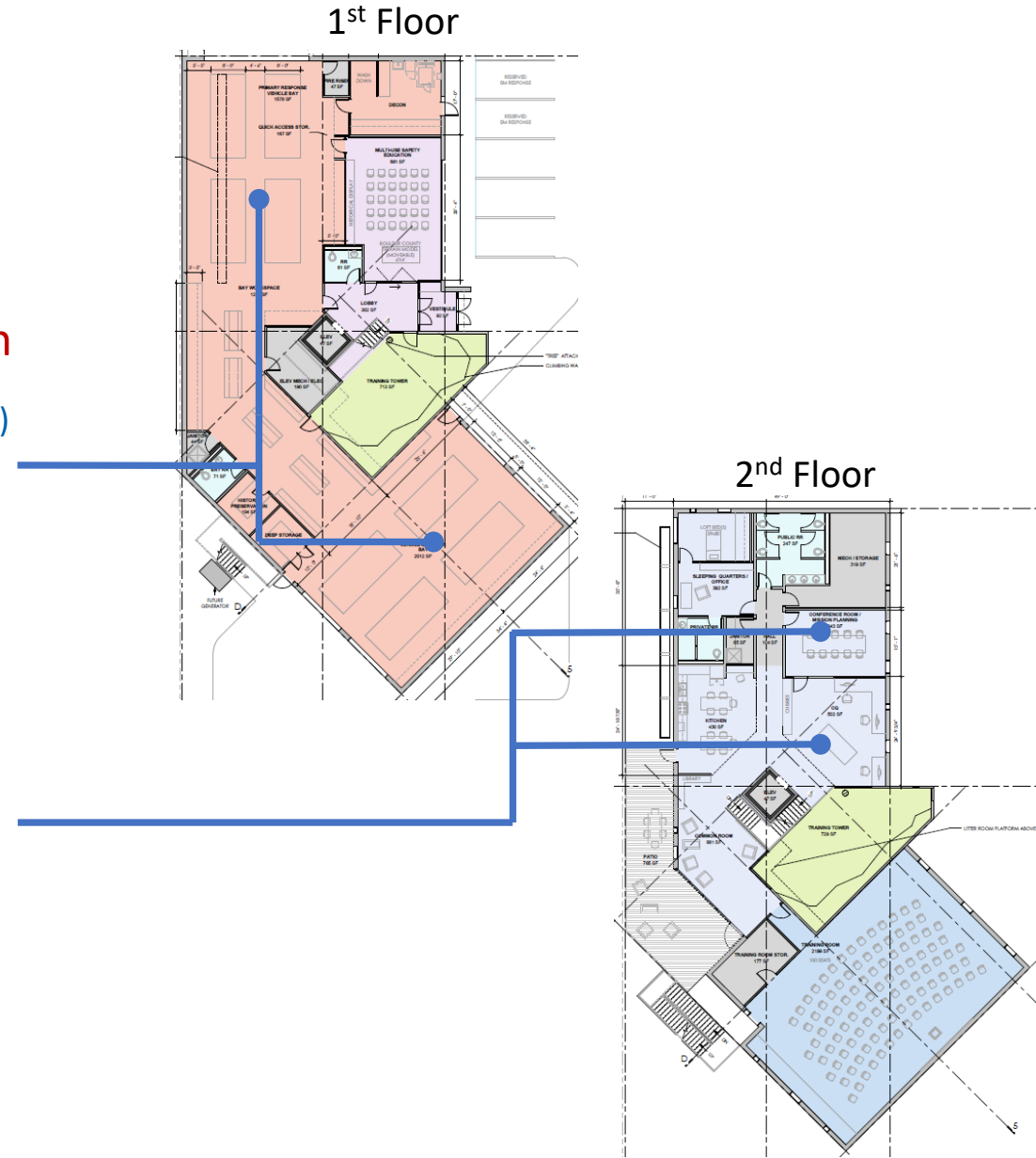
UPDATED TIMELINE (February 2023)

PERMITTING/ BIDDING= 4 MONTHS FOR SITE REVIEW, 4 FOR TECH DOCUMENTS AND 6 FOR BUILDING PERMIT



Building Spaces for Mountain Search and Rescue Operations

	Today	HQ Design
Outside Rescue Vehicles	5	0 (4 in future)
Inside Rescue Vehicles	2	8
	800 sq. ft.	4200 sq. ft.
Equipment Wall Storage	100 ft.	110 ft.
Equipment Storage & Maintenance	750 sq. ft.	1100 sq. ft.
Decontamination for Biohazards	-	280 sq. ft.
Operations	550 sq. ft.	840 sq. ft.
Operations Separated Room	-	1
Operations Safety (sleeping facilities)	-	470 sq. ft.



Building Spaces for

Training

Indoor Rescue Training Tower
 Training Room
 Training Room Storage

Today
 -
 550 sq. ft.
 30 sq. ft.

HQ Design
 700 sq. ft.
 2200 sq. ft.
 175 sq. ft.

Outdoor Safety Education

Outdoor Safety Education

-

650 sq. ft.

Team Health & Wellness

Team Health & Wellness

80 sq. ft.

1000 sq. ft.

